

APPENDIX A:
Independent Grounds for Dismissal of Breach of Contract Claims (Section IV of Mem. of Law)*

| State Subclass | Count (Named Plaintiffs) | Independent Deficiencies in Plaintiffs' Claims | Relevant Authorities |
|-----------------|---|---|--|
| NJ ¹ | Count II ¶¶ 180-184 (Caputo) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Frederico v. Home Depot</i> , 507 F.3d 188, 203 (3d Cir. 2007); <i>Top v. Ocean Petroleum, LLC</i> , 2010 WL 3087385, at *3 (D.N.J. Aug. 3, 2010); <i>Sheeran v. Blyth Shipholding S.A.</i> , 2015 WL 9048979, at *3 (D.N.J. Dec. 16, 2015) |
| | | Failure to allege the specific provision breached. | <i>Eprotec Pres., Inc. v. Engineered Materials, Inc.</i> , 2011 WL 867542, at *8 (D.N.J. Mar. 9, 2011) |
| AL | Count II ¶¶ 213-217 (Mose) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Johnson v. Mobile Cty. Sheriff Dep't</i> , 2007 WL 2023488, at *4 (S.D. Ala. July 9, 2007) |
| | | Failure to allege the specific provision breached. | <i>Ala. Aircraft Indus., Inc. v. Boeing Co.</i> , 2013 WL 1178720, at *12 (N.D. Ala. Mar. 20, 2013) |
| AZ | Count II ¶¶ 254-258 (Vidal) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Cheren v. Compass Bank</i> , 2012 WL 5381445, at * 3 (D. Ariz. Nov. 2, 2012) |
| | | Failure to allege the specific provision breached. | <i>Repwest Ins. Co. v. Praetorian Ins. Co.</i> , 890 F. Supp. 2d 1168, 1183 (D. Ariz. 2012) |
| CA | Count IV ¶¶ 325-329 (Roberts; Andary; Dr. Roberts; Smith) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>McVicar v. Goodman Glob., Inc.</i> , 1 F. Supp. 3d 1044, 1056 (C.D. Cal. 2014) |
| | | Failure to allege the specific provision breached | <i>Caraccioli v. Facebook, Inc.</i> , 2016 WL 859863, at *4 (N.D. Cal. Mar. 7, 2016) |
| CO | Count II ¶¶ 368-372 (Hall; McVey) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Shell v. Am. Family Rights Ass'n</i> , 899 F. Supp. 2d 1035, 1059 (D. Colo. 2012) |
| | | Failure to allege the specific provision breached. | <i>Larson v. One Beacon Ins. Co.</i> , 2013 WL 5366401, at *2 (D. Colo. Sept. 25, 2013) |
| CT | Count II ¶¶ 411-415 (Lingua) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Timmons v. City of Hartford</i> , 283 F. Supp. 2d 712, 718 (D. Conn. 2003) |
| | | Failure to allege the specific provision breached. | <i>Timmons v. City of Hartford</i> , 283 F. Supp. 2d 712, 718 (D. Conn. 2003) |
| DE | Count II ¶¶ 453-457 (Fox) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Langdon v. Google, Inc.</i> , 474 F. Supp. 2d 622, 632 (D. Del. 2007) |
| | | Failure to allege the specific provision breached. | <i>Anderson v. Wachovia Mortg. Corp.</i> , 497 F. Supp. 2d 572, 581 (D. Del. 2007) |

* This appendix addresses grounds specific to dismissal of plaintiffs' breach of contract claims.

¹ Plaintiffs also bring claims on behalf of the putative nationwide class under New Jersey law. CAC at 94.

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| FL | Count II ¶¶ 495-499 (Watkins) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Hearn v. Int'l Bus. Machs.</i> , 588 F. App'x 954, 958 (11th Cir. 2014) |
| | | Failure to allege the specific provision breached. | <i>Cruz v. Underwriters at Lloyd's London</i> , 2014 WL 3809179, at *2 (M.D. Fla. Aug. 1, 2014) |
| GA | Count II ¶¶ 537-541 (Ngwashi; Hamilton) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Muckle v. UNCF</i> , 930 F. Supp. 2d 1355, 1359 (N.D. Ga. 2012) |
| | | Failure to allege the specific provision breached. | <i>Brooks v. Branch Banking & Tr. Co.</i> , 107 F. Supp. 3d 1290, 1296 (N.D. Ga. 2015) |
| ID | Count II ¶¶ 580-584 (Morgan) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Idaho Wool Growers Ass'n v. State</i> , 154 Idaho 716, 721, 302 P.3d 341, 346 (2012) |
| | | Failure to allege the specific provision breached. | <i>Read v. Teton Springs Golf & Casting Club, LLC</i> , 2011 WL 1224073, at *15 (D. Idaho Feb. 16, 2011) |
| IL | Count II ¶¶ 624-628 (Melnik) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Razor Capital v. Antaal</i> , 2012 IL App (2d) 110904, ¶ 30, 972 N.E.2d 1238, 1246 (2012) |
| | | Failure to allege the specific provision breached. | <i>Razor Capital v. Antaal</i> , 2012 IL App (2d) 110904, ¶ 30, 972 N.E.2d 1238, 1246 (2012) |
| KY | Count II ¶¶ 666-670 (Downs) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Barbourville Diagnostic Imaging Ctr. v. Philips Med. Sys., Inc.</i> , 2013 WL 4459860, at *4 (E.D. Ky. Aug. 16, 2013) |
| | | Failure to allege the specific provision breached. | <i>Barbourville Diagnostic Imaging Ctr. v. Philips Med. Sys., Inc.</i> , 2013 WL 4459860, at *4 (E.D. Ky. Aug. 16, 2013) |
| MD | Count II ¶¶ 707-711 (Fraga-Errecart; Zavareei) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>RRC Ne., LLC v. BAA Md., Inc.</i> , 994 A.2d 430, 440 (Md. 2010) |
| | | Failure to allege the specific provision breached. | <i>Willis v. Bank of Am. Corp.</i> , 2014 WL 3829520, at *37 (D. Md. Aug. 1, 2014) |
| MA | Count II ¶¶ 734-738 (Garmey; Gates) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Alicea v. Machete Music</i> , 744 F.3d 773, 783 (1st Cir. 2014) |
| | | Failure to allege the specific provision breached. | <i>Alicea v. Machete Music</i> , 744 F.3d 773, 783 (1st Cir. 2014) |
| MI | Count II ¶¶ 776-780 (O'Neal) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Haviland v. Metro. Life Ins. Co.</i> , 876 F. Supp. 2d 946, 957 (E.D. Mich. 2012) |
| | | Failure to allege the specific provision breached. | <i>R.S. Scott Assocs. v. Timm Constr. Co.</i> , 2014 WL 7184448, at *8 (E.D. Mich. Dec. 16, 2014) |
| MN | Count II ¶¶ 818-822 (Wolford) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Toomey v. Dahl</i> , 63 F. Supp. 3d 982, 997 (D. Minn. 2014) |
| | | Failure to allege the specific provision breached. | <i>Toomey v. Dahl</i> , 63 F. Supp. 3d 982, 998 (D. Minn. 2014) |
| MO | Count II ¶¶ 860-864 (Thorson; Yun) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Reitz v. Nationstar Mortg., LLC</i> , 954 F. Supp. 2d 870, 884 (E.D. Mo. 2013) |
| | | Failure to allege the specific provision breached. | <i>Berringer v. JPMorgan Chase Bank, N.A.</i> , 16 F. Supp. 3d 1044, 1047 (E.D. Mo. 2014) |

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| MT | Count II ¶¶ 903-907 (Silverio) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Roybal v. Bank of Am., N.A.</i> , 2015 WL 1534118, at *2 (D. Mont. Apr. 6, 2015) |
| | | Failure to allege the specific provision breached. | <i>Williamson v. Mont. Pub. Serv. Comm'n</i> , 2012 MT 32, ¶ 40, 272 P.3d 71, 85 (2012) |
| NV | Count II ¶¶ 943-947 (Reed; Yanus) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Heierle v. Rampart Casino</i> , 2011 WL 3300185, at *4 (D. Nev. Aug. 1, 2011) |
| | | Failure to allege the specific provision breached. | <i>Sena v. Bank of Am. Home Loans</i> , 2011 WL 1204333, at *3 n.3 (D. Nev. Mar. 29, 2011) |
| NY | Count III ¶¶ 1000-1004 (Weiss; Laurino) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Carruthers v. Flaum</i> , 365 F. Supp. 2d 448, 472 (S.D.N.Y. 2005) |
| | | Failure to allege the specific provision breached. | <i>Wallert v. Atlan</i> , 141 F. Supp. 3d 258, 286 (S.D.N.Y. 2015) |
| NC | Count II ¶¶ 1042-1046 (Minerva; Holbrook) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Hammers v. Lowe's Cos.</i> , 48 N.C. App. 150, 153, 268 S.E.2d 257, 259 (1980) |
| | | Failure to allege the specific provision breached. | <i>Glob. Promotions Grp., Inc. v. Danas Inc.</i> , 2012 WL 2372630, at *6 (N.C. Super. June 22, 2012) |
| OH | Count II ¶¶ 1084-1088 (Deutsh) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>In re Biozoom, Inc. Sec. Litig.</i> , 93 F. Supp. 3d 801, 826 (N.D. Ohio 2015); <i>Flex Homes, Inc. v. Ritz-Craft Corp. of Mich., Inc.</i> , 721 F. Supp. 2d 663, 670 (N.D. Ohio 2010) |
| | | Failure to allege the specific provision breached. | <i>Northampton Rest. Grp., Inc. v. FirstMerit Bank, N.A.</i> , 492 F. App'x 518, 522 (6th Cir. 2012); <i>Herssein Law Grp. v. Reed Elsevier, Inc.</i> , 594 F. App'x 606, 608 (11th Cir. 2015) |
| PA | Count II ¶¶ 1126-1130 (Dingle) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Hartman v. Deutsche Bank Nat'l Tr. Co.</i> , 2008 WL 2996515, at *5 (E.D. Pa. Aug. 1, 2008) |
| | | Failure to allege the specific provision breached. | <i>Judge v. Shikellamy Sch. Dist.</i> , 135 F. Supp. 3d 284, 297 (M.D. Pa. 2015) |
| TN | Count II ¶¶ 1169-1173 (Daschke) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Williams v. SunTrust Mortg., Inc.</i> , 2013 WL 1209623, at *3 n.1 (E.D. Tenn. Mar. 25, 2013) |
| | | Failure to allege the specific provision breached. | <i>Guevara v. UMH Props., Inc.</i> , 2014 WL 5488918, at *9-10 (W.D. Tenn. Oct. 29, 2014) |
| TX | Count II ¶¶ 1212-1216 (Patel; Jordan) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Whiddon v. Chase Home Fin., LLC</i> , 666 F. Supp. 2d 681, 692 (E.D. Tex. 2009) |
| | | Failure to allege the specific provision breached. | <i>Innova Hosp. San Antonio, L.P. v. Blue Cross Blue Shield of Ga., Inc.</i> , 995 F. Supp. 2d 587, 602 (N.D. Tex. 2014); <i>Real Estate Innovations, Inc. v. Houston Ass'n of Realtors, Inc.</i> , 422 F. App'x 344, 350 (5th Cir. 2011) |

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| UT | Count II ¶¶ 1255-1259 (Dilgistic; Knight) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Am. W. Bank Members, L.C. v. State</i> , 2014 UT 49, ¶ 18, 342 P.3d 224, 231 (2014) |
| | | Failure to allege the specific provision breached. | <i>Am. W. Bank Members, L.C. v. State</i> , 2014 UT 49, ¶ 18, 342 P.3d 224, 231 (2014) |
| VA | Count II ¶¶ 1297-1301 (Lynevyeh; Feller) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Jones v. Bank of Am., N.A.</i> , 2012 WL 405053, at *5 (E.D. Va. Feb. 7, 2012) |
| | | Failure to allege the specific provision breached. | <i>Walker v. Serv. Corp. Int'l</i> , 2011 WL 1370575, at *8 (W.D. Va. Apr. 12, 2011) |
| WA | Count II ¶¶ 1339-1343 (Medler; Rolle) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Corrigan v. Visa, U.S.A.</i> , 2006 WL 44329, at *2 (W.D. Wash. Jan. 9, 2006) |
| | | Failure to allege the specific provision breached. | <i>Siver v. CitiMortgage, Inc.</i> , 830 F. Supp. 2d 1194, 1200 (W.D. Wash. 2011) |
| WV | Count II ¶¶ 1384-1388 (Edwards) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Smallwood v. Sovereign Bank, F.S.B.</i> , 2012 WL 243744, at *6 (N.D. W. Va. Jan. 25, 2012) |
| | | Failure to allege the specific provision breached. | <i>Clendenin v. Wells Fargo Bank, N.A.</i> , 2009 WL 4263506, at *3 (S.D. W. Va. Nov. 24, 2009) |
| WI | Count II ¶¶ 1427-1431 (Dannberg) | Failure to allege facts establishing the existence of a contract with MBUSA or Daimler. | <i>Otto v. Milwaukee Cty.</i> , 2002 WI App 165, ¶ 16, 256 Wis. 2d 694, 647 N.W.2d 468 (2002) |
| | | Failure to allege the specific provision breached. | <i>Ali v. Calumet Med. Ctr., Inc.</i> , 2013 WL 5349100, at *4 (E.D. Wis. Sept. 23, 2013) |